

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE
LODGE NO. 5

Case No. AAA 14 390 00343 10

- and -

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Grievance: Brian Gress

CITY OF PHILADELPHIA

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("F.O.P.") are parties to a collective bargaining agreement; and,

WHEREAS, Brian Gress ("Gress") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, the FOP initiated a grievance on Gress' behalf, contending that the City has violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has in any way violated its collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resolve to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City agrees to reduce Gress' ten (10) day suspension for the charge of Neglect of Duty, Section 4.15 of the Disciplinary Code, to a five (5) day suspension.
2. The City will adjust all of Gress' personnel records to reflect this reduction, and the City will make Gress whole in all aspects for the differential.
1. The charge of Conduct Unbecoming an Officer, Section 1.00 of the Disciplinary Code, will be removed and expunged from Gress' personnel record in its entirety.
2. In consideration of the foregoing, the FOP agrees to withdraw the grievance and demand for arbitration in this matter.
3. Nothing in this agreement shall be construed as an admission by the City that it in any

way violated the collective bargaining agreement.

4. In further consideration of the foregoing, the Grievant agrees to release the City, its departments, boards, agencies, officials, employees and agents from any claims he had, has, or may have against them arising out of the subject matter of the aforementioned grievance.
5. The Grievant further agrees to release the FOP, its officers, members, employees, and agents from any claims he had, has, or may have against them arising out of the subject matter of said grievance, including but not limited to claims of breach of duty of fair representation.
8. This agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or any legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in subsequent administrative, judicial, or any other legal proceedings, except that it may be used in any proceeding necessary to compel enforcement with the Agreement.
9. Gress, the FOP and the City agree to maintain the confidentiality of the terms of this Settlement Agreement. If asked about the result of the disputes between the parties regarding Gress' case, the parties agree to inform the inquiring parties that the dispute has been "resolved" and that the parties are prohibited from discussing the terms of the resolution.
10. By entering into this agreement, all parties hereto acknowledge that they have read the agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this agreement voluntarily, and agree to be bound hereby.


WHEEFORE, the FOP, the City, and Gress, intending to be legally bound hereby, enter into this agreement

this ___ day of ___, 2011, as evidenced by their signatures or the signatures of their representatives below.

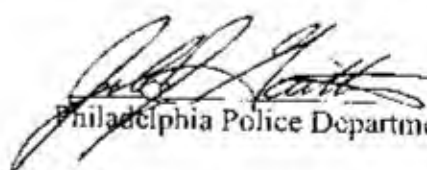

Fraternal Order of Police

Lodge No. 8

Date: 7/18/11


Brian Gress

Date: 7/12/11


Philadelphia Police Department

Date: